

AGREEMENT

THIS AGREEMENT dated this _____ day of _____ 2005, effective October 1, 20__ through September 30, 20__ by and between **LEON COUNTY**, a political subdivision of the State of Florida, hereafter referred to as the "County" and, the **AMERICAN RED CROSS CAPITAL AREA CHAPTER**, a Florida not-for-profit Organization hereinafter referred to as the "Agency".

WHEREAS, the County has adopted a State Housing Initiatives Partnership Program (SHIP) Local Housing Assistance Plan as authorized by s. 420.907 et seq., Florida Statutes, and administered pursuant to Chapter 9I-37, Florida Administrative Code;

WHEREAS, the County has approved a commitment, with the Leon County Department of Housing State Housing Initiative Partnership (SHIP) funding source, to fund the **DISASTER MITIGATION**, hereinafter referred to as the "Program", and renewed by the Leon Board of County Commission on September 20, 2005. The purpose of the Program is to provide assistance to eligible households of very low and low income levels up to the total amount of \$50,000.00 to include disaster mitigation services and administration to administer the funds and;

WHEREAS, the County desires to engage the Agency to render services necessary to carry out the initiative for eligible citizens of Leon County, more specifically described in Attachment A;

NOW, THEREFORE, for valuable consideration and mutual promise between the parties hereto, it is agreed as follows:

A. GENERAL CONDITIONS:

1. SCOPE OF SERVICES:

The Agency shall perform all the necessary work and services hereinafter set forth in connection with the project of the County under the State Housing Initiatives Partnership (SHIP) Program ("Project") and shall do, perform and carry out, in a satisfactory and proper manner as determined by the County, the Scope of Services to be undertaken as set forth in Attachment A, which is attached hereto and by reference made a part hereof. The County and the Agency hereby agree to use their best efforts to ensure that all work and services under this Agreement are performed or provided at such times and in such places as shall best meet the needs of very low- or low-income residents

• TIME OF PERFORMANCE:

The contract year shall begin October 1, 20__ and run through September 30, 20__. The Agency shall not proceed with the Scope of Services, as outlined in Attachment A, nor incur any costs or obligations associated with such work or services, until the Agency has received written notice to proceed from the County. All work or services required under Attachment A shall be completed by the end of the fiscal year, and billed to the County by September 15th of the current fiscal year, unless otherwise

mutually agreed upon in writing by the County and the Agency. This agreement will automatically renew on an annual basis, unless the county deems it necessary to cancel the contract for any reason, by submitting a written notice to the Agency.

PERSONNEL:

The Agency represents that it has, or shall hire at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All services required hereunder shall be performed by the Agency, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law to perform such services.

COMPENSATION:

The method and amount of compensation to the Agency for the performance of the work and services under this Agreement is specified in Attachment B and made a part hereof.

PROGRAM INCOME:

In the event the Agency receives program income as defined in 24 CFR 570.500 (a) as a result of the required services, such income shall be returned to the County unless an agreement specifying activities that shall be undertaken with the program income has been executed as an amendment to this Agreement. All provisions of this Agreement shall apply to the specified activities.

ENERGY REQUIREMENTS:

It is agreed by the parties to commit to the production of energy efficient housing by the Agency. The Agency shall adhere to all energy requirements of the State of Florida Energy Efficiency Code for Building Construction. To the maximum extent possible, the Agency shall incorporate energy efficiency features into the rehabilitation of each structure as recommended by County staff

REPORTS:

All reports must be submitted by the 25th day of each month, the Agency shall submit to the County a written Initiative report reflecting Agency operations during the preceding month. The Agency shall also provide quarterly reports which detail the amount of leveraging of County funds which is being achieved through contributions from other grant sources, contributions from contractors and suppliers and any other sources which contribute to the rehabilitation projects completed under this agreement. Such reports shall be signed by authorized representatives of the Agency. The report shall also consist of the following parts: Report of Expenditures (form to be supplied by the County) as listed below:

- Report of Clients Served (form to be prescribed and supplied by the County).
- Project Summary (form to be prescribed and supplied by the County).
- Red Cross Application
- Client Identification Verification
- General Authorization for the Release of Information
- Employment Information (Release Form and Verification Documents)

- Certificate of Zero Income (Release Form and Verification Documents)
- Unemployment Information (Release Form and Verification Documents)
- Social Security Benefits Information (Release Form and Verification Documents)
- Cash Contributions Information (Release Form and Verification Documents)
- Child Support and/or Alimony Information (Release Form and Verification Documents)
- Child Support Verification/Affidavit (Release Form and Verification Documents)
- Verification of Student Status (Release Form and Verification Documents)
- Affidavit of Estrangement (Release Form and Verification Documents)
- Asset Income (Release Form and Verification Documents)
- Asset Addendum to Application (Release Form and Verification Documents)
- Analysis of Income Eligibility Form
- Florida Housing Finance Corp Resident Income Certification Form
- Florida Housing Finance Corp Resident Income Limits Schedule
- Proof of Property Ownership
- Copy of Work Write-up and cost estimate
- Award letter signed by the County Housing representative given to recipient upon qualification
- Any additional documents that the County deems pertinent to ensure the accurate accountability of funds

The Agency also shall provide to the County results of surveys of customer satisfaction with work and services provided by the Agency on a regular basis, with the survey instrument, frequency of the survey, and frequency of reporting to be agreed upon between the County and the Agency. All program reports shall be directed to:

Housing Coordinator and SHIP Administrator
Leon County Health and Human Services Division
Department of Housing Services
918 Railroad Avenue
Tallahassee, FL 32310

AMENDMENTS:

The County may, from time to time, require changes in the scope of the work or services of the Agency to be performed under this Agreement. Such changes, including any increases or decreases in the amount of the Agency's compensation, shall be incorporated in written amendments to this Agreement.

TERMINATION OF CONTRACT:

If, in any event, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreement, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination and specifying the effective date thereof, at least five (5) days prior to the effective date of such termination. The County

Administrator shall approve such termination date. The Agency shall be entitled to receive pro-rata compensation for any satisfactory work completed prior to the effective date of termination. Notwithstanding such termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Agency. The County shall have a right to set off against any compensation due the Agency the amount of any damage sustained by the County by virtue of the Agency's breach of this Agreement.

CHANGE ORDERS:

Change Orders require authorization from the County and the Agency regarding the scope, reason and expected cost of the change order before the work is initiated.

ASSIGN ABILITY:

The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County.

AUDIT:

If the Agency expends less than \$300,000 in a year from County awards, the Agency is exempt from County audit requirements for that year.

If the Agency expends \$300,000 or more in a fiscal year from either the County, State, or federal awards, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the Agency shall provide Leon County Housing and Human Services and the County Auditor, for their review, a copy of any audit received as a result of the organization policy; US office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; or Section 216.3491, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to the County and the County Auditor within 30 days of receipt of each issued report.

The County reserves the right to conduct financial and program monitoring of all awards to the Agency and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this agreement.

INDIRECT COSTS:

Should the Agency wish to include an indirect cost line item in the contract budget, a new indirect cost proposal shall be submitted to the County within eight months after the close of each fiscal year for each specific budget line item covered in accordance with OMB Circular A-122.

INDEMNIFICATION:

To the fullest extent permitted by law, the Agency shall indemnify, save and hold the County harmless from any and all actions, claims or liabilities arising from or out of the Agency's performance or lack of performance under this Agreement. Should the County, as a result of the Agency's performance or lack thereof, be required to reimburse any sums to any agency, federal or state, contributing funds to this project, or should the County be required to expend County funds to complete or correct performance of the Agency under this Agreement, the Agency shall immediately refund and reimburse the County for all sums so expended, including, but not limited to, any attorney's fees and costs incurred by the County in that regard.

ATTORNEY FEES:

If any litigation arising or out of in any way related to this Agreement, any breach of this Agreement, or any efforts by the County to collect or recover funds or property owed to the County under this Agreement, the prevailing party shall be entitled to an award of its attorney's fees incurred as a result of such action.

REVERSION OF ASSETS:

Upon expiration or termination of this Agreement, the Agency shall transfer to the County all SHIP funds on hand on the effective date of such expiration or termination as well as all accounts receivable attributable to the use of CDBG and HOME funds. It is recognized that under the terms of compensation, the Agency is paid for work, which has already been performed, and therefore the reversion of assets requirement would not normally apply.

ASSURANCES

Equal Employment Opportunity: The Agency shall not discriminate directly or indirectly, on the grounds of race, color, religion, sex, age or national origin in its employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County setting forth the provisions of this nondiscrimination clause. The Agency shall incorporate this provision in all subcontractors for services provided under this Agreement.

a. Nondiscrimination Under Title VII of Civil Rights Act of 1964. The Agency covenants and promises that it shall fully comply with Title VII of the Civil Rights Act of 1964 (P.D>. 88-352) and with Section 103 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to the Act.

b. Section 3 of the Housing and Urban Development Act of 1968: The Agency covenants and promises that it shall fully comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the

project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

c. Political Activity by Employees: In carrying out the provision of this Agreement the Agency shall comply with provisions of the Hatch Act, which limits the political activity employees.

d. Contingent Fee: The Agency warrants that no persons or company has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has the Agency paid or agreed to pay any person, company, corporation, individual, or firm other than an employee, any fee, commission, contribution, donation, percentage, gift or any other consideration contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the compensation payable hereunder, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration of any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where and when appropriate.

e. Officials Not to Benefit: No members of or delegates to the Congress of the United States shall be admitted to shares or part thereof, or to any benefit to arise therefrom.

f. Interest of Members of the County and Others: No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

g. Interest of the Agency: The Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Agency further covenants that in the performance of this Agreement no person having such interest shall be employed.

h. Uniform Administrative Guidelines: The Agency shall comply with regulations, policies, guidelines, and requirements of 24CFR Part 92 (Subpart K) and Part 85, and OMB Circulars A-133, A-122, and A-110 (Attachments B, F, H-paragraph 2, and O) as they relate to the acceptance and use of federal funds for this federally assisted program. The applicable sections of 24 CFR Part 85, Part 92 and OMB Circular A-133 are set forth at 24 CFR 92.505 for HOME funds and 24 CFR 570.502 for CDBG funds.

i. Records: The Agency shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly the amount received and disposition by the Agency of all compensation received for its work and services. The Agency's records shall be subject at all reasonable times to inspection, copy and audit by the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, the U.S. Department of Labor, the County, and any of their authorized representatives. The Agency shall preserve and make its records available to the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the U.S. Department of Labor, the County and any of their authorized representatives until the expiration of three (3) years from the date of final settlement, and for such longer period, if any, as is required by applicable statute or lawful requirement.

j. Constitutional Prohibition: The Agency shall not use SHIP funds for the acquisition, construction, reconstruction, rehabilitation, or operation of religious structures used for religious purposes.

k. Lobbying: The Agency shall certify that funds provided under the terms of this contract shall not be used for lobbying activities as defined in the "Certification Regarding Lobbying " included as Attachment C to this contract.

l. Debarment: The Agency shall certify that it has not been debarred, suspended, excluded from or deemed ineligible for participation in any Federal assistance program identified in Executive order 12549, "Debarment and suspension, " as set forth in Attachment D: Certification Regarding Debarment which is attached hereto and by reference made apart hereof.

IN WITNESS THEREOF, THE COUNTY and the Agency have executed this Agreement as the date first above written.

Agency: AMERICAN RED CROSS, CAPITAL AREA CHAPTER

BY: _____

TITLE: _____

LEON COUNTY, FLORIDA

BY: _____
Cliff Thael, Chairman
BOARD OF COUNTY COMMISSIONERS

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W.A. Thiele, Esq.

ATTACHMENT A: SCOPE OF SERVICES

Scope of Services

The County provides up to \$50,000 from SHIP Funds to the Agency under this contract for repairs and improvements to eligible households of very low and low income levels, to reduce the chances of injury or damage due to disasters such as fire, flooding and major storms. The program will be available to owner-occupied housing units owned and occupied by very low and low-income persons. The program will be targeted for eligible homes within the designated unincorporated areas of Leon County. Modular/manufactured homes with the Department of Community Affairs insignia are eligible; however, mobile homes are not. The maximum amount, which will be spent for improvements on an eligible home, is \$1,500.00 for at least 30 homes in an amount up to \$150 in administrative fee per home. Any funds left or required for the proper recordation and or administering of the Contract will be returned to or retrieved for the Agency account to properly administer the Contract. Funding left over as unspent or returned to the Agency, at the end of the County fiscal year, which ends September 30, must be returned to the County and redistributed the next fiscal year. In addition, the Agency will receive a program delivery fee of up to \$150 for each housing unit assisted through this program.

The Agency shall be responsible for the following tasks:

1. Client Eligibility – The Agency shall determine through an application process the eligibility of each potential program client. The application process shall ascertain that the applicant is (a) a homeowner, (b), the property is within the unincorporated areas designated area, and (c) the applicant is income eligible. The Agency's proposed application form must be approved by the County.
2. Eligible Improvements – The home improvements authorized under this program are intended to reduce potential injuries and damage due to disasters and shall be generally limited to the following items: (a) purchase and installation of hurricane shutters, (b) elevation of water heaters and heating and cooling units in flood prone areas, (c) installation of back-flow valves on home sewer lines, and (d) removal of trees or limbs which represent a hazard to the structure during high winds. Other hazard mitigation improvements shall not be eligible for reimbursement unless the Agency has received prior written approval from the County.
3. Work Write Up- The Agency shall provide a written work write up to each participating homeowner prior to the start of construction. This work write up will describe the improvements which will be made and identify any inconvenience which the homeowner may encounter during the construction period (such as water or power being shut off during construction). The Work Write Up shall be reviewed and signed by the homeowner prior to the start of construction.
4. Construction – The Agency shall be responsible for contracting with appropriate professionals and contractors to perform the improvement under this program. 14

The Agency shall be responsible for insuring that contractors used have appropriate licenses, insurance and certifications to perform their tasks. The Agency shall also be responsible for insuring that all required permits are obtained for the work performed.

5. Inspection – The Agency shall notify the County at the time the improvements are completed and a final inspection is scheduled. A representative from the Agency and the contractor who performed the work shall perform a final inspection with the homeowner present to review the improvements made, and the homeowner shall sign the final inspection document.

During the period of construction the Agency shall maintain, or cause to be maintained, all builder's risk insurance, proportionate with the cost of this Project, covering improvements, additions, and alterations in place and all material and equipment at each of the various project addresses.

The Agency should maintain commercial general liability insurance in an amount no less than \$1,000,000. Such insurance should be placed with companies rated B+10 or better by the A.M. Best rating service. The Agency shall provide the County a copy of the Agency's certificate of insurance or a copy of the insurance policy. Additionally, such builder's risk insurance and property insurance shall not be modified or terminated by the carrier without providing the Leon County's Office of Risk Management, thirty (30) days prior written notice thereof. In the event of damage to or destruction of any improvements, or portion thereof, which are renovated or constructed using funding provided under this Agreement, the Agency shall promptly repair or rebuild the same such that the improvements are restored to at least the same condition and function as prior to such damage or destruction. All insurance proceeds received by or on behalf of the Agency as a result of such damage or destruction shall be used by or on behalf of the Agency solely to accomplish the repair or rebuilding of such improvements.

The Agency in accordance with the Contract Article 2- Time of Commencement and Completion, assure to the County the timely beginning and completion of each project. The conditions as set forth are a means of providing for the completion of these projects in a timely manner. All improvement undertaken on an individual's home should be completed within 90 days of approval of the Work Write Up by the homeowner.

The Agency shall be responsible for assuring that all workmanship and materials carry warranties for a period of at least one (1) year. During the one-year warranty period the Agency shall respond to all warranty claims and seek to resolve all complaints through mediation involving the homeowner and the contractor.

**ATTACHMENT B:
METHOD/AMOUNT OF COMPENSATION**

The Capital Area Chapter of the American Red Cross shall receive up to \$50,000 in SHIP funds annually. These Funds shall be used to make repairs and improvement to a minimum of thirty (30) homeowner properties to reduce the chances of injury or damage due to disasters such as fire, flooding and major storms. The County agrees, subject to the limitations set forth in Attachment A: Scope of Services, that it shall pay to the Agency up to \$50,000 Dollars in SHIP grant funds for expenses invoiced as described below.

All funds expended under this contract shall be disbursed by September 30th, of the current fiscal year. Any unused funds on hand at this date will be subject to recapture or reuse, and must be resubmitted to the Leon County Department of Housing Services.

Reports including, documentation of participant program eligibility shall be submitted by the Agency to the County at least monthly, by the 25th day of each month. The Agency shall be responsible for completion of improvements to at least 30 homes within the contract period, which runs from October 1st, to September 30th, of the current fiscal year.

Payment for services rendered and expenses incurred shall be made subject to receipt by the County on or before the 25th day of each month of a request for payment from the Agency. Such request shall be supported by documentation, satisfactory to the County, evidencing that SHIP eligible expenses have actually been incurred. Payment will be made on a reimbursement basis unless specifically agree upon and included as part of this agreement. Continued reimbursement shall be conditioned upon timely fulfillment of goals for the program.

The Agency shall receive payment in the following manner:

- A. Reimbursement for Eligible Repairs and Improvements, The Agency shall be reimbursed for eligible improvement up to a maximum amount of \$1,500 for a home. To receive this reimbursement the Agency must provide invoices which: itemize the eligible improvements which have been made including copies of the invoices from the contractors which made the improvements, provide copies of the eligibility documentation for the client, and copies of any required permits and approval for the improvements.
- B. Program Deliver Fee, The Agency shall be eligible to receive up to \$150 per housing unit program delivery fee for services related to administration of the program. The Agency will be paid this fee upon completion of the final inspection of the home as described in Attachment A: Scope of Services. To receive this payment the Agency must provide an invoice, which identifies the address of the unit completed, and a copy of the final inspection report as approved by the Agency, contractor and homeowner.

ATTACHMENT C
CERTIFICATION REGARDING LOBBYING

- A. The undersigned certifies, to the best of his or her knowledge and belief, that it and its officers and officials:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any fund other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.

SIGNED BY: _____

TITLE: _____

DATE: _____

**ATTACHMENT D
CERTIFICATION REGARDING DEBARMENT**

The undersigned certifies, to the best of his or her knowledge and belief, that the Agency, **AMERICAN RED CROSS CAPITAL AREA CHAPTER**, and its officers and officials:

A. (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Federal assistance program covered in Executive Order 12549, "Debarment and Suspension."

(2) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

B. In the event the Agency is deemed debarred, suspended, excluded from or ineligible for participation in any Federal assistance program covered in Executive Order 12549, "Debarment and Suspension" the Agency certifies that it will immediately (within 2 hours) notify the County of the Agency's change of status.

SIGNED BY: _____

TITLE: _____

DATE: _____